

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1 <b>of</b> 63
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAE07-00-R-L007		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2000MAR03	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM AMSTA-CM-CLGA WARREN, MICHIGAN 48397-5000			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b> US ARMY TACOM ACQUISITION CENTER ATTN: AMSTA-AQ-DE / BID OPENING WARREN, MI 48397-5000 E-MAIL: OFFERS@TACOM.ARMY.MIL		

**SOLICITATION**

**NOTE: In sealed bid solicitations offer and offeror mean bid and bidder .**

**9. Sealed offers in original and** 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** SEE EXECUTIVE SUMMARY, PAGE 2 **until**                      **(hour) local time** 2000APR17 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information Call:</b>	<b>Name</b> ROSALIE WILLIAMSON <b>E-mail address:</b> WILLIARO@TACOM.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (810) 574-8089
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24
X	B	Supplies or Services and Prices/Costs	5	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	31
X	D	Packaging and Marking	10	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	11	X	K	Representations, Certifications, and Other Statements of Offerors	32
X	F	Deliveries or Performance	12				
X	G	Contract Administration Data	13	X	L	Instr., Conds., and Notices to Offerors	44
X	H	Special Contract Requirements	15	X	M	Evaluation Factors for Award	60

**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within**          **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b>	<b>Amendment Number</b>	<b>Date</b>	<b>Amendment Number</b>	<b>Date</b>

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>	<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>
<b>SCD</b> <b>PAS</b> <b>ADP PT</b>	<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)
		<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 2 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	TACOM	EXECUTIVE SUMMARY - COST-TYPE SOLICITATION	MAR/1998

(a) Background and Description of Acquisition:

The proposed effort consists of a base effort of 1,500 hours, an option for 67,120 hours and four additional options of 68,620 hours each. This is a level of effort contract. Hours will be exercised incrementally by contract modification. The effort will include technical services to assist the Vetronics Technology Area in designing and maintaining existing and future systems within the technology center.

(b) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions that require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.

NOTICE REGARDING CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in Block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here: \_\_\_\_\_.

(c) Other Key Features or Requirements of This Solicitation:

(1) Required Copies in Response to This Solicitation:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).

(2) Notice Regarding Handcarried Offers:

In addition, please be sure to follow the instructions in the provision entitled HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS DELIVERY SERVICES (NON-U.S. POSTAL SERVICE MAIL) in Section L. Offers MUST identify this solicitation number on the face of the mailing or delivery wrapper, and MUST be addressed to Bid Opening (AMSTA-AQ-DSAB), NOT to the buyer.

(3) Notice of 9-Digit ZIP Code:

Please note that the TACOM Bid Opening Office has been assigned a special 9-digit ZIP code of 48397-0001. This 9-digit ZIP code applies only for correspondence and bids/offers addressed to Bid Opening (Block 8 of SF33). Correspondence addressed to any other office at TACOM should cite TACOM's regular 9-digit ZIP code of 48397-5000.

(4) Required Notification to Subcontractors:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the SF33.

(5) Acknowledgment of Amendments:

Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(6) Question/Problem Resolution:

Questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33.

(d) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the SF33.

(End)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L007 MOD/AMD	Page 3 of 63 REPRINT
Name of Offeror or Contractor:		

A-2                    52.204-4006                    TACOM'S ACQUISITION CENTER HOME PAGE ON THE WORLD-WIDE WEB                    APR/1999  
(TACOM)

(a) We have replaced the TACOM Electronic Bulletin Board (EBB) with a World-Wide Web Home Page. Most of the information you formerly could find on the EBB now appears on our home page, and we've added items that were not available on-line before now. You'll find that the Acquisition Center Home Page is much easier to use than the EBB. The home page, which is accessible using any commercial web-browser, appears at this [http: www.tacom.army.mil/acqcen/](http://www.tacom.army.mil/acqcen/)

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial Web Sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software-developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) The following solicitation information and open actions are available on our home page:

- Competitive Solicitations for Spare and Repair Parts
- Sole Source/Restricted Buys (Subcontracting Opportunities)
- Base Operations Procurement Information
- Information Technology and Services Acquisitions, and
- Commercial Vehicle Solicitations.

In addition, you'll also find:

- current TACOM Master Solicitations, to include a master solicitation for simplified acquisitions,
- Draft Solicitations
- Market Surveys/Sources Sought Notices
- Broad Agency Announcements
- TACOM Acquisition Center Points of Contact
- Proposal Submission Guidelines
- Searchable Database for Procurement History
- Central Contractor Registration (CCR) Information
- Environmental Information
- Acquisition Reform information
- Link to CBDNet, and
- a Listing of Procurement References and Other Government Links.

(d) All solicitations are now available on the TACOM web page and are no longer available in hard copy. The TDPs, and other documents, when available electronically, will be an attachment to the solicitation package on the web. Documents not available on the web will be identified in the solicitation package and shall be available from the TACOM Bid Lobby. Instructions for requesting this information shall be available on the Acquisition Center home page. Please see [Proposal Submission Guidelines](#) on the home page for more information.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (810) 574-7059, or send an E-Mail message to:  
[acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item.

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A-3                    52.204-4007                    EXECUTIVE SUMMARY--REQUIRED USE OF ELECTRONIC COMMERCE                    JUL/1999  
(TACOM)

This solicitation contains a Section H and a Section L provision concerning TACOM's use of Electronic Commerce, which includes Electronic Data Interchange (EDI) and the Worldwide Web (WWW), in issuing awards, contract modifications and delivery orders. The selected offeror is required to register with DoD Central Contractor Registration (CCR) and will receive an electronic Notice of Award/Modification via e-mail. All awards, modifications, and delivery orders are posted on the TACOM Business Opportunities Webpages. The contractor will have the option of downloading the award from the WWW or receiving it through EDI.

A-4                    52.214-4003                    ALL OR NONE                    MAR/1998  
(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 63 REPRINT
<b>Name of Offeror or Contractor:</b>		

A-552.215-4854PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUESTAPR/1999

TACOM DOES NOT ACCEPT PAPER RESPONSES/OFFERS ANY LONGER. WE WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of provision]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work"</p> <p>Level of Effort: 1,500 Manhours</p> <p>(End of narrative B001)</p>			<p>\$ _____</p> <p>Est. Cost: Fixed Fee: Total Cost:</p>	<p>\$ _____</p>
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A</p> <p>(End of narrative B001)</p>			<p>\$ _____</p> <p>Not Separately Priced</p>	<p>\$ _____</p>

B.1ESTIMATED COST AND PAYMENT

B.1.1

The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown. The amount shown initially includes the basic contract effort, and will be revised by the Government as appropriate to incorporate any options exercised. The estimated cost of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2

The Contractor will be paid the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled "Fixed Fee", (April 1984), FAR 52.216-8. The fixed fee together with the reimbursement of costs shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3

Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment".

B.2FUNDING

B.2.1

The Contractor shall notify the Government in accordance with the Contract Clause hereof entitled "LIMITATION OF COST", whenever there is reason to believe that the funds allotted to this Contract are either insufficient or excessive for the performance of the work required.

B.3RATE SCHEDULE

B.3.1

For Option Hours exercised, dollars will be obligated against the contract in accordance with the rate schedule set forth below.

B.3.1.1

If the date of option exercise falls on or between:

The applicable Hourly Rate is:

	Est. Cost	Fee	Total
Award thru 1 Dec 00			
2 Dec 00 thru 1 Dec 01			
2 Dec 01 thru 1 Dec 02			
2 Dec 02 thru 2 Dec 03			
2 Dec 03 thru 2 Dec 04			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 7 of 63</b> REPRINT
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.239-4001 (TACOM)	YEAR 2000 (Y2K) COMPLIANCE	MAY/1999
<p>(a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.</p>			
<p>(b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.</p>			
<p>(c) If this contract contains another provision requiring Y2K compliance, that provision shall take precedence.</p>			
(End of clause)			

C.1. Introduction

This statement of work describes the scope and content of the technical services to assist the Vetronics Technology Area (VTA) in designing and maintaining existing and future systems within the technology center. The VTA mission emphasizes Research & Development of vehicle electronics and virtual prototyping support to Weapon System Program Managers (PMs). Crew in the loop simulation, embedded simulation, vehicle electronics, real-time embedded software, digitized battlefield integration, and robotics are technology areas within (VTA) defined mission. The VTA provides technical support to Program Managers within the PEO-Ground Combat and Support Systems including PM-Abrams, PM-Bradley, to AMC/TARDEC Advanced Technology Demonstrator programs including Crewman's integration and Automation (CAT) and Future Scout Cavalry System (FSCS)/Tracer as well as to the Office of Deputy for Systems Acquisition.

C.2 Objectives

The contractor shall provide, on a work directive basis, the required expertise to support VTA personnel in performing and completing their mission. The contractor shall advise VTA personnel on technical and programmatic issues. The contractor shall provide the required support working as an independent contractor and not as an employee of the Government.

C.3 Work Areas

The contractor shall implement a System Engineering approach toward developing new programs and enhancing TARDEC's ongoing programs. The areas that shall be the focus of the contractor's efforts include system requirements definition, system design, system fabrication, software development, system integration, system testing, system maintenance, system enhancement, conduct of experiments, and software process engineering. The contractor shall maintain and upgrade VTA labs including the Vetronics Simulation Facility (VSF) and the Vetronics System Integration Laboratory (VSIL). The contractor shall develop and implement new applications for existing VTA laboratory tools and new vehicle systems as directed by work directive. The contractor shall generate, at the VTA's request, technical papers, market studies, and trade off studies in accordance with DI-MISC-80508 in support of the VTA's programs. The contractor shall supply the required resources to perform the following system engineering tasks in support of VTA technology and PM matrix support programs.

C.3.1. System Requirements Definition

The contractor shall perform a system requirements analysis for either new systems or new applications of an existing system. The analysis shall include functional, performance and environmental requirements. The contractor shall consider system user's requirements and growth capability. The results of the analysis shall be documented in a technical report (DI-MISC-80508) and presented at a program review.

C.3.2. System Design

The contractor shall generate a design based on the system's functional and performance requirements. The contractor shall be capable of allocating functions to hardware and software through engineering synthesis. The contractor shall investigate existing and future technologies as part of the system engineering process. The contractor shall use concurrent engineering practices that include but are not limited to, human factors engineering, packaging engineering, and software engineering in the generation of a design that will meet all the system requirements.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 63 <b>REPRINT</b>
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**Name of Offeror or Contractor:**

C.3.3.      System Fabrication

The contractor shall produce electronic components and assemble these components into the specified system configuration.

C.3.3.1. Software Development

The contractor shall develop software code and modify existing code. The code shall be written using software languages and coding procedures as specified in the work directive. The software code shall be documented in accordance with the work directive. The contractor shall deliver all software developed under this contract on the electronic media dictated by the work directive. Delivery of the documentation (DI-MISC-80508) shall be thirty days after it has undergone testing and again at the end of the contract.

C.3.3.2. System Integration

The contractor shall perform hardware/software integration, subsystem and system integration. The contractor shall assure that all hardware components, software modules and subsystems within the system are communicating and performing in accordance with the system requirements and design.

C.3.4.      System Testing

The contractor shall support system testing of VTA development and technology upgrade efforts. The contractor shall develop test plans, test description, software test code and test reports (DI-MISC-80508). The testing effort shall include software from the Computer Software Unit level and hardware from the module to Line Replaceable Unit (LRU) level. System level testing shall flow from individual LRUs up to final system configuration.

C.3.5.      System Maintenance

The contractor shall provide engineering support to VTA personnel in maintaining and upgrading existing VTA systems. The contractor shall assist in detecting problems, isolating the failure and implementing corrective procedures. The contractor shall support inserting technology upgrades into existing VTA systems. This task shall include modifying and debugging software required to maintain operation of VTA systems.

C.3.6.      System Enhancements

The contractor shall participate in activities to enhance the fidelity and performance of the VTA systems and laboratory tools. This activity includes modifying crewstation configurations, developing additional emulators and software code to provide additional capability and realism to the system. The contractor’s enhancements shall simplify the procedures to operate the VTA systems and laboratory tools. The contractor shall provide support to facilitate the development and integration of application VSIL, VSF platforms, and other VTA systems.

C.3.7.      Conduct Experiments

The contractor shall provide support in conducting simulation experiments by preparing schedules, input data, performing initialization of the simulator, system troubleshooting, data acquisition, data reduction and analysis, and preparation of experiment plans and reports (DI-MISC-80508).

C.3.8.      Software Process Engineering

The contractor shall provide engineering support to develop, document, and implement software quality processes and procedures for VTA developed software. The contractor shall also support VTA software process improvement activities by monitoring and tracking software metrics and recommending improvements to existing software processes.

C.4.          Program Manager & Programmatic Support

The contractor shall provide support to the VTA by performing Independent Verification and Validation (IV&V) tasks such as evaluating design processes, document reviews, software audits and validation of software testing for in-house and PM programs. The contractor shall provide programmatic support to the VTA through participation in marketing activities. These activities include technology investigations, preparing and presenting technical papers with VTA personnel, attending technical information exchange meetings, participation in technology demonstrations and shows, audio visual support, and marketing literature preparation as specified by Individual Work directive.

C.5.          Administrative Support



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 9 of 63</b>
	<b>PIIN/SIIN</b> DAAE07-00-R-L007	<b>MOD/AMD</b>	<b>REPRINT</b>

**Name of Offeror or Contractor:**

The contractor shall provide administrative support including meeting coordination, resource scheduling, travel coordination, purchase requisitioning, ADP inventory management, facility maintenance coordination, database maintenance, forms preparation, document preparation, and presentation material preparation to the VTA associate director and team leaders.

C.6. In-Process Reviews

The contractor shall participate in meetings every quarter at TACOM, to review progress and status of all tasks relative to technical performance, schedule, and cost. The meeting will be chaired by the Government. The contractor may recommend discussion items for inclusion.

C.7. Deliverable Documentation

C.7.1. Status Reports

The contractor shall submit monthly Program Progress (DI-MGMT-80555) and Performance and Cost (DI-FNCL-80912) reports,

C.7.2. Technical Reports

The contractor shall submit technical reports as required by a work directive in accordance with DID (DI-MISC-80508).

C.7.3. Technical Data

Technical data resulting from efforts under C.3.2 System Design, C.3.3.2 System Integration, C.3.4 System Testing, C.3.5 System Maintenance, C.3.6 System Enhancements, C.3.7 Conduct Experiments, C.3.8 Software process Engineering, and C.4 Program Manager and Programmatic Support will be deliverable under this contract. Such results may be delivered in the form of status reports (C.7.1) or Technical reports (C.7.2) as specified in the work directives..

\*\*\* END OF NARRATIVE C001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 10 of 63</b>
	<b>PIIN/SIIN</b> DAAE07-00-R-L007	<b>MOD/AMD</b>	REPRINT

**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

D.1 Data Packaging and Marking

D.1.1 All data deliverable under this contract shall be packaged in accordance with good commercial practice to assure arrival at destination without loss or damage.

D.1.2 All technical data delivered under this contract shall be identified by the prime contract number, the name and address of the prime contractor and the name of the subcontractor (if any), which generated the data. The marking shall be in the format below for (1) prime contractor of (2) subcontractor generated data as applicable:

- (1)

Prime Contract number:  
Contractor:
- (2)

Prime Contract Number:  
Contractor:  
Subcontractor:  
Subcontractor's Address:

\*\*\* END OF NARRATIVE D001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 11 of 63
	PIIN/SIIN DAAE07-00-R-L007	MOD/AMD	REPRINT

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p align="center"><b>Page 12 of 63</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.247-34	F.O.B. DESTINATION	NOV/1991
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) (ALTERNATE I (APR 1984))	APR/1984
(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--			
(1) Cancel the stop-work order; or			
(2) Terminate the work covered by the order as provided in the TERMINATION clause of this contract.			
(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--			
(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and			
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.			
(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.			
(d) If a stop work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.			
(End of clause)			
F-3	52.227-4002	DATA (SOFTWARE)	APR/1985
(TACOM)			
All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:			
Commander			
US Army Tank-automotive and Armaments Command			
ATTN: (See DD Form 1423, Block 14)			
Warren, MI 48397-5000			
***			
F.1	PERIOD(S) OF PERFORMANCE		
F.1.1	The period of performance for the basic effort shall be twelve (12) months from date of contract award.		
F.1.2	The period of performance for the option hours shall be twelve months from the date of the latest option exercise. The period of performance for individual work directives will be specified on the work directive. The work directive period of performance shall not extend beyond the contract period of performance.		
F.2	All data will be delivered in accordance with DD Forms 1423-2.		
*** END OF NARRATIVE F001 ***			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 13 of 63</b> <b>REPRINT</b>
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**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	AUG/1999

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mitchell Cross  
e-mail: crossm@tacom.army.mil

G-2	252.201-7000 (TACOM)	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition.

Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

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G-3	52.204-7008 (TACOM)	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. This includes Government to Government data not covered by the Government's Defense Contract Management Command ALERTS Program.

(b) See Section I, clause 52.204-7009, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

(c) Unless exempted by the Procuring Contracting Officer in writing, all written communication after contract award between Government agencies shall be transmitted electronically.

(End of clause)

G-4	52.232-4005 (TACOM)	INVOICE INFORMATION REQUIREMENT	JAN/1988
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On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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G-5	52.242-4011 (TACOM)	WORK DIRECTIVES	FEB/1998
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(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 14 of 63</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

(5) Identification of the contract line item number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 15 of 63</b> <b>REPRINT</b>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-6	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-9	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996
H-10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-11	252.246-7001	WARRANTY OF DATA	DEC/1991
H-12	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY/1995
H-13	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data-Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information.

(1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall-

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 16 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2)(ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) If the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2) (i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking for a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any



<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"> <b>PIIN/SIIN</b> DAAE07-00-R-L007      <b>MOD/AMD</b> </p>	<p align="center"><b>Page 17 of 63</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit.

(1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained-

- (i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and
- (ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained-

- (i) The Government shall continue to be bound by the restrictive marking; and
- (ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data.

- (1) Is publicly available;
- (2) Has been furnished to the United States without restriction; or
- (3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

- (a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 18 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-15      52.204-4005      REQUIRED USE OF ELECTRONIC COMMERCE      DEC/1999  
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange(EDI).

(b) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [www.tacom.army.mil/acqcen/awd.htm](http://www.tacom.army.mil/acqcen/awd.htm)  
ACALA: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinney: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(c) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(i) The CCR registration, including the EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.

(ii) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

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H-16      52.216-4008      STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS      JUN/1989  
(TACOM)

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

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H-17      52.246-4026      LOCAL ADDRESSES FOR DD FORM 250      SEP/1999  
(TACOM)

(a) The contractor must provide copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using any one of the following three methods, which are listed in descending order of preference:

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p align="center"><b>Page 19 of 63</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

(1) Our first preference is for you to use electronic mail (e-mail), using the following two e-mail addresses:

(a) DD250@tacom.army.mil

and

(b) the buyer's e-mail address, as shown on the cover page of this contract, using the format:  
[buyer's e-mail name]@tacom.army.mil\_

(2) Our second preference is for you to use data facsimile (datafax) transmission, using these fax numbers:

(a) (810) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet; and  
(b) fax a copy to the buyer, using the fax number provided to you by the buyer.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

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H.1 ORDERING/CONTRACT ADMINISTRATION

All ordering/contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administration matters will be addressed to him. No changes in or deviation from the scope of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.2 SERVICES TO BE PERFORMED

H.2.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DOD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

H.2.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

H.2.3 All documents or reports produced by the contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside the Scope of Work set forth in either this work directive or contract.

H.3 CONFLICT OF INTEREST

H.3.1 The contractor agrees that he will not compete for or accept any contract or subcontract for the production of any system, component or items on which he has worked under this contract. In addition, the contractor agrees not to work as a subcontractor (including but not limited to, development or production, engineering, and consulting) to any hardware vendor to provide any system, component, or item on which he has worked under this contract. This prohibition shall be in effect from contract award through one (1) year after the end of the contract.

H.3.2 The term "Contractor" herein means (i) the organization (hereinafter referred to as "it" or "its") entering into this contract with the U.S. Government, (ii) all business organizations with which it may merge, join or affiliate, now or in the future, and in any manner whatever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it, (iii) its parent organization (if any) or its present or future subsidiaries, associates, affiliates, or holding companies, and (iv) any organization or enterprise over which it has direct or indirect control (now or in the future). The prior approval of the contracting officer is required before any work to be performed under this contract may be subcontracted to any of the organizations described in (ii), (iii) or (iv) immediately preceding.

H.3.3 The contractor agrees to enter into written agreements with all companies to whose proprietary data he shall have access to the effect that he will protect such data from unauthorized use or disclosure as long as it remains proprietary. The contractor shall furnish the Contracting Officer with copies of such written agreements, in accordance with FAR 9.505-4.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 20 of 63</b> REPRINT
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**Name of Offeror or Contractor:**

H.3.4 The contractor agrees to protect the proprietary data and rights of other organizations made available from any source, which were disclosed to it, directly or indirectly during the performance of this contract with the same caution that a reasonable, prudent contractor would use to safeguard their own proprietary data and rights. In addition, the contractor agrees not to utilize the data in supplying hardware or in performing services or studies on contacts which may be awarded by the Department of Defense on a competitive basis. The contractor agrees not to use proprietary data for any purpose other than that for which it was furnished.

H.3.5 Notwithstanding paragraph H.3.1 above and any other provision herein, protection of and exclusion of use of proprietary data shall be extended for so long as the data remains proprietary. However, such protection and exclusion shall not be in effect when data is lawfully obtained by the contractor from some other sources without restriction.

H.3.6 The contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the Contracting Officer. All proprietary data and any derivatives shall be returned to the Government at the end of the contract.

H.3.7 Subcontracts: The contractor shall include the subject conflict of interest provision, including this paragraph, in subcontracts of any tier which involve access to information covered in H.3.1 above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" whenever the latter appears.

H.3.8 The contractor agrees to thoroughly educate its employees through formal training, company policy information directives and procedures, and by providing an awareness of the legal provisions of FAR Part 9, subpart 9.5, so that each employee will understand the absolute necessity of safeguarding information developed under this contract from any one other than the Contractor's employees who have a need to know, and the U.S. Government.

H.3.9 The contracting officer or his designated representatives shall have full access for inspection of the contractor's premises, policies, and records for the purpose of reviewing actions and programs undertaken by the contractor to safeguard all information derived from this contract so that full compliance with FAR 9.5 policy requirements is achieved.

**H.4 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT**

H.4.1 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 67,120 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than twenty four (24) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 67,120 hours remain available for exercise.

H.4.2 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 68,620 manhours at the hourly rate set for in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than twenty seven (27) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 68,620 hours remain available for exercise.

H.4.3 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 68,620 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than thirty six (36) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 68,620 hours remain available for exercise.

H.4.4 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 68,620 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than forty eight (48) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 68,620 hours remain available for exercise.

H.4.5 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 68,620 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award but in any event not later than sixty (60) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN. 68,620 hours remain available for exercise.

**H.5 UNAUTHORIZED AUTOMATED DATA PROCESSING (ADP) COSTS**

The contractor shall not procure or lease ADP equipment under this contract without requesting and obtaining the approvals required by DFARS 70.6. Any costs incurred by the contractor for such a purchase or lease without the necessary

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 21 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

approvals will be unallowable.

H.6 QUALIFICATION OF CONTRACTOR PERSONNEL

The anticipated minimum qualifications for personnel performing under this contract are specified below. In addition, all personnel performing under this contract must be capable of obtaining a SECRET Security Clearance. All of these categories are considered key for successful accomplishment of the work required under this contract. Replacement of individuals performing in these categories shall be in accordance with H.7, Key Personnel Requirements. Contractor personnel shall be qualified within their classification as follows:

Program Manager

A minimum of fifteen years in U.S. Army combat vehicle electrical/electronic system analysis, design, development, integration and testing including:

A minimum of ten years in analysis, design, development and evaluation of Vetronics.

A minimum of three years experience in analysis, design, and development of command and control systems.

A minimum of three years experience in development and application of man in the loop systems.

A minimum of five years experience in managing work directives type contracts for engineering services.

A Bachelor's degree in Electrical Engineering from an accredited college or university is required.

Vehicle Electronics Systems Engineer

A minimum of twelve years experience in U.S. Army combat vehicle electrical/electronic system analysis, design, development, integration and testing including:

A minimum of five years in analysis and evaluation of electronic technologies for U.S. Army combat vehicles.

A minimum of five years experience in hardware design, and development of embedded microprocessors for combat vehicles.

A minimum of three years experience in integration and test of high speed data bases.

A Bachelor's degree in Electrical Engineering from an accredited college or university is required.

Vehicle Electronics Software Engineer

A minimum of ten years experience in analysis, design and development of real-time software for DOD embedded computer systems including:

A minimum of seven years experience in development of Ada83/Ada95 software.

A minimum of three years experience in development software for VME single board computers.

A minimum of three years experience in development of combat vehicle software.

A minimum of three years experience in development of graphical user interface software.

A minimum of three years experience in development of real-time operating environments.

A Bachelor's degree in Electrical Engineering or Computer Science from an accredited college or university is required.

Software Process Engineer

A minimum of ten years experience in the development, test, and maintenance of embedded computer system software including:

A minimum of four years experience in application of the Software Engineering Institute (SEI) Software Capability Maturity Model (SW CMM) as a framework for improvement to increase the capability of software production processes.

A minimum of three years experience in software quality assurance or software configurations management.

A minimum of three years experience in development, test, and maintenance of ground vehicle software.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 22 of 63</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

A Bachelor’s degree in Electrical Engineering, Computer Science, Physics, or Mathematics from an accredited college or university is required.

Simulation Engineer

A minimum of five years experience in design and development of real-time man-in-the-loop simulators for ground combat vehicles including:

A minimum of three years experience in C++ software on IRIX or LINUX platforms.

A minimum of two years in experience in development of real-time computer generated imagery or graphical user interfaces for man-in-the-loop simulation.

A minimum of two years experience in integration of simulators into DIS/HLA compliant networks.

A Bachelor’s degree in Electrical Engineering or Computer Science from an accredited college or university is required. (A Master’s degree in Electrical Engineering or Computer Science may be substituted for one year of general experience.)

Senior Software Engineer

A minimum of ten years experience in the development and analysis of computer software for DOD computer automated systems including:

A minimum of five years experience in development of DOD applications using the Ada83/Ada95 programming language

A minimum of three years experience in object oriented analysis and design.

A minimum of two years experience in the analysis and development of Application Programmer Interfaces (API’s) for reusable software modules.

A Bachelor’s degree in Electrical Engineering, Computer Science or Mathematics from an accredited college or university is required.

Software Engineer

A minimum of three years experience in the development and analysis of software for DOD computer automated systems using Ada/Ada95 or the C/C++ programming languages in real time applications.

A Bachelor’s degree in Electrical Engineering or Computer Science from an accredited college or university is required. (A Master’s degree in Electrical Engineering or Computer Science may be substituted for one year of general experience.)

Electrical Engineer

A minimum of five years experience in DOD electrical/electronics system analysis, development, or evaluation.

A minimum of two years experience in diagnostics, prognostic, power distribution, or embedded computers is required.

A Bachelor’s degree in Electrical Engineering or Computer Science from an accredited college or university is required. (A Master’s degree in Electrical Engineering may be substituted for one year of general experience.)

Mechanical Engineer

A minimum of five years experience in development of mounting structures and electronics enclosures for computer automated systems.

A minimum of three years experience in computer aided design is required.

A Bachelor’s degree in Mechanical Engineering from an accredited college or university is required. (A Master’s degree in Mechanical Engineering may be substituted for one year of general experience.)

Administrative Assistant

A minimum of five years experience in providing administrative support to engineering organizations.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 23 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

Junior Engineer

A Bachelor's Degree in Engineering, Science or Mathematics from an accredited college or university is required.

Technician

An Associate's degree or equivalent and three years of practical experience.

H.7      KEY PERSONNEL REQUIREMENTS

H.7.1      Certain skilled experienced professional and technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" (See H.6). The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

H.7.1.1      If one or more key personnel who are actively performing work on the contract become, or are expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, the contractor shall immediately notify the Contracting Officer and shall promptly replace such personnel with another individual of substantially equal ability and qualifications.

H.7.1.2      All notifications of personnel changes must be in writing with a complete resume of the proposed substitute.

H.8      GOVERNMENT COMMENTS

Resolution of all Government comments relative to interim or draft reports shall be included in all final reports.

H.9      TECHNICAL AND COST STATUS REVIEWS

Formal technical and cost status reviews shall be held as needed to inform the Government (COTR and staff) of the technical details, current problems, schedule status and cost status of each current work directive. The contractor shall also present the overall cost status of the contract at these reviews. The Government reserves the right to call these technical and cost status reviews as needed to discuss specific cost or technical issues. Not more than two (2) such reviews per year are anticipated. Reviews may be held at the contractor's facility or at TACOM as deemed necessary by the COTR.

H.10      POST AWARD ORIENTATION

A post award orientation meeting will be held at TACOM within 10 days after award of contract. Details shall be determined by the COTR at the time of award. The contractor will be notified of the date and duration of the meeting and the number of individuals to attend immediately after award. This provision in no way shall constitute grounds for excusable delay by the contractor in performance under any provision of the contract.

H.11      CERTIFICATION OF PRIOR EFFORT

For efforts established by work directive, the contractor shall certify that he has knowledge of the subject matter and that he can perform the requirements of the work directive. The certification shall be executed and received by the Contracting Officer no later than three (3) working days after receipt of the executed work directive.

H.10      DATA AVAILABILITY

The contractor shall be responsible for obtaining Department of Defense Standards and Specifications, Federal Specifications, Military Standards, MS sheets, and other data require for performance of the specific Work Directives under this contract.

\*\*\* END OF NARRATIVE H001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 24 of 63</b> REPRINT
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>  
(End of clause)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	OCT/1995
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-2 (ALT I)	SECURITY REQUIREMENTS (ALTERNATE I (APR 1984))	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.216-7	ALLOWABLE COST AND PAYMENT	APR/1998
I-18	52.216-8	FIXED FEE	MAR/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/1999
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-25	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-29	52.223-2	CLEAN AIR AND WATER	APR/1984
I-30	52.223-6	DRUG FREE WORKPLACE	JAN/1997
I-31	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/1996
I-32	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-33	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	FEB/2000
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I (JUL 1995))	APR/1984
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-37	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	APR/1984
I-38	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-39	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-40	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-41	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-42	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-20	LIMITATION OF COST	APR/1984
I-45	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-46	52.232-25	PROMPT PAYMENT	JUN/1997
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-48	52.233-1	DISPUTES	DEC/1998
I-49	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-50	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-51	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT/1995



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 25 of 63
	PIIN/SIIN DAAE07-00-R-L007	MOD/AMD	REPRINT
Name of Offeror or Contractor:			

	Regulatory Cite	Title	Date
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-2	CHANGES--COST-REIMBURSEMENT	AUG/1987
I-54	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-55	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-56	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-57	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JAN/1986
I-58	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-61	52.249-14	EXCUSABLE DELAYS	APR/1984
I-62	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-64	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-65	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-66	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-67	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	MAR/1999
I-68	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-69	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-70	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-71	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-72	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
I-74	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-75	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-76	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
I-77	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-78	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-79	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-80	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	OCT/1988
I-81	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-82	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-83	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	FEB/1997
I-84	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-85	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TO BE DETERMINED or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 26 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-86                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      JUN/1996

(a) Definition

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

(End of clause)

I-87                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                      OCT/1998

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I-88                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

<b>CONTINUATION SHEET</b>		<b>Reference No. of Document Being Continued</b>	<b>Page 27 of 63</b>
		<b>PIIN/SIIN</b> DAAE07-00-R-L007	<b>MOD/AMD</b>
<b>Name of Offeror or Contractor:</b>			

I-89252.204-7004REQUIRED CENTRAL CONTRACTOR REGISTRATIONSEP/1999

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com> .

(End of clause)

I-90252.204-7005ORAL ATTESTATION OF SECURITY RESPONSIBILITIESAUG/1999

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Special Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

I-91252.225-7015PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLSDEC/1991

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 28 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

I-92                      252.247-7023              TRANSPORTATION OF SUPPLIES BY SEA                      NOV/1995  
(a) Definitions.

As used in this clause--

- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--
- (1) Prime contract number;
- (2) Name of vessel;

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p>PIIN/SIIN DAAE07-00-R-L007 MOD/AMD</p>	<p><b>Page 29 of 63</b></p> <p>REPRINT</p>
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**Name of Offeror or Contractor:**

- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

(End of clause)

I-93                    52.204-7009                    MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATIONS                    JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in 52.215-4850 in Section L of the solicitation. (See instead 52.213-4859 in Section I of the solicitation for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of clause)

I-94                    52.246-4026                    LOCAL ADDRESS FOR DD FORM 250                    JAN/1999  
(TACOM)

a. The contractor shall provide a copy of each Material Inspection and Receiving Report (DD Form 250) pertaining to this purchase order to TACOM electronically to the following address: dd250@tacom.army.mil. The subject line shall contain the

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 30 of 63
	PIIN/SIIN DAAE07-00-R-L007	MOD/AMD	REPRINT

Name of Offeror or Contractor:

following information:

- (1) "DD250" followed by two (2) blank spaces.
- (2) The full contract number. Include the order number if applicable.
- (3) Use capital letters for everything in the subject line. Use the dashes in the contract number as they appear on the face page of the contract. If there is an order number, place two blank spaces after the contract number, then insert the order number.
- b. This copy meets the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
- c. Non-electronic distribution to receiving points other than TACOM, including DCMC, shall be made in accordance with the DFARS, Appendix F.

(end of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254)			
Exhibit A	CONTRACT DATA REQUEUREMENTS LIST (CDRL)			
Exhibit B	DATA ITEM DESCRIPTION (DD FORM 1664)			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 32 of 63</b> <b>REPRINT</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-2	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (NOV 1999)	MAY/1999
(a)			
		(1) The standard industrial classification (SIC) code for this acquisition is 8711 .	
		(2) The small business size standard is \$20.0M.	
		(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.	
		(b) Representations.	
		(1) The offeror represents as part of its offer that it ( ) is,	
		( ) is not	
		a small business concern.	
		(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is,	
		( ) is not,	
		a small disadvantaged business concern as defined in 13 CFR 124.1002.	
		(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is,	
		( ) is not	
		a women-owned small business concern.	
		(4) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. [The offeror shall check the category in which its ownership falls]:	
		( ) Black American.	
		( ) Hispanic American.	
		( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).	
		( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).	
		( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).	
		( ) Individual/concern, other than one of the preceding.	
		(c) Definitions.	
		"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.	
		"Women-owned small business concern," as used in this provision, means a small business concern--	
		(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and	
		(2) Whose management and daily business operations are controlled by one or more women.	



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 33 of 63</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-4                      52.203-11                      CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN                      APR/1991  
FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K-5                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-00-R-L007      <b>MOD/AMD</b></p>	<p align="center"><b>Page 34 of 63</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other:

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

        Name: \_\_\_\_\_

        TIN: \_\_\_\_\_

(End of provision)

K-6                      52.204-5                      WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS                      MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

K-7                      52.204-6                      DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER                      JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-00-R-L007      <b>MOD/AMD</b></p>	<p align="center"><b>Page 35 of 63</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

K-8                      52.209-5                      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,                      MAR/1996  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A)( ) are  
( ) are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B)( ) have  
( ) have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C)( ) are  
( ) are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror

( ) has  
( ) has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 36 of 63</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K-9                    52.215-4                    TYPE OF BUSINESS ORGANIZATION                    OCT/1997  
The offeror or respondent, by checking the applicable box, represents that--

- (a) It operates as
- ( ) an individual,
  - ( ) a partnership,
  - ( ) a nonprofit organization,
  - ( ) a joint venture, or
  - ( ) a corporation, incorporated under the laws of the State of \_\_\_\_\_
- (b) If the offeror or respondent is a foreign entity, it operates as
- ( ) an individual
  - ( ) a partnership
  - ( ) a nonprofit organization
  - ( ) a joint venture, or
  - ( ) a corporation, registered for business in (country)\_\_\_\_\_.
- (End of provision)

K-10                    52.215-6                    PLACE OF PERFORMANCE                    OCT/1997  
(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

- ( ) intends
- ( ) does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
_____	_____
_____	_____
_____	_____

(End of provision)

K-11                    52.215-4010                    AUTHORIZED NEGOTIATORS                    JAN/1998  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 37 of 63</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

NAME	TITLE	TELEPHONE NUMBER
(End of provision)		

K-12                    52.222-21                    PROHIBITION OF SEGREGATED FACILITIES                    FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of provision)

K-13                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    FEB/1999

The offeror represents that--

(a) It            ( ) has  
                  ( ) has not  
participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It            ( ) has  
                  ( ) has not  
filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-14                    52.222-25                    AFFIRMATIVE ACTION COMPLIANCE                    APR/1984

The offeror represents that

(a) It            ( ) has developed and has on file,  
                  ( ) has not developed and does not have on file,  
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 38 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K-15	52.223-1	CLEAN AIR AND WATER CERTIFICATION	APR/1984
K-16	52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	OCT/1996

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, certifies that--

(1) As the owner operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Note: the offeror must check each block that is applicable)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting threshold of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

K-17	52.226-2	HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION	MAY/1997
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(a) Definitions. As used in this provision--Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986. Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

( ) is ( ) is not a Historically Black College or University;

( ) is ( ) is not a Minority Institution.

(End of provision)

K-18	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	SEP/1999
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Name of Offeror or Contractor:

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
------------------	-------------------

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
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(End of provision)

K-19252.225-7003INFORMATION FOR DUTY-FREE ENTRY EVALUATIONMAR/1998

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 40 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

(1) Are such foreign supplies now in the United States?

Yes ( )      No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( )      No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ \_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

K-20      252.235-7010      ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER      MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the       (name of contracting agency(ies))       under Contract No.       (Contracting agency(ies) contract number(s))      .

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the       (name of contracting agency(ies))      .

(End of clause)

K-21      252.247-7022      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA      AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

( ) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

( ) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-22      TACOM      INVENTION IDENTIFICATION AND DISCLOSURE PROCEDURES      APR/1985

The offeror's attention is called to the requirement in the PATENT RIGHTS clause that effective procedures be established and maintained to assure inventions are promptly identified and disclosed and that a copy of such procedures will be furnished to the Contracting Office upon request. The successful offeror may be required to submit its procedures upon contract award.

Date of Contractor's Current Procedures: \_\_\_\_\_

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K-23      52.204-7005      OFFEROR'S DATAFAX NUMBER AND E-MAIL ADDRESS      NOV/1996

(TACOM)



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 41 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

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K-24      52.215-4005      MINIMUM ACCEPTANCE PERIOD      OCT/1985  
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

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K-25      52.223-4002      USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)      DEC/1993  
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as amended by a final EPA ruling in the December 10, 1993 issue of the Federal Register. The listing is reproduced below:

- a. chlorofluorocarbon-11 (CFC-11)
- b. chlorofluorocarbon-12 (CFC-12)
- c. chlorofluorocarbon-13 (CFC-13)
- d. chlorofluorocarbon-111 (CFC-111)
- e. chlorofluorocarbon-112 (CFC-112)
- f. chlorofluorocarbon-113 (CFC-113)
- g. chlorofluorocarbon-114 (CFC-114)
- h. chlorofluorocarbon-115 (CFC-115)
- i. chlorofluorocarbon-211 (CFC-211)
- j. chlorofluorocarbon-212 (CFC-212)
- k. chlorofluorocarbon-213 (CFC-213)
- l. chlorofluorocarbon-214 (CFC-214)
- m. chlorofluorocarbon-215 (CFC-215)
- n. chlorofluorocarbon-216 (CFC-216)
- o. chlorofluorocarbon-217 (CFC-217)
- p. halon-1211
- q. halon-1301
- r. halon-2402
- s. carbon tetrachloride
- t. methyl chloroform
- u. methyl bromide
- v. hydrobromofluorocarbons (HBFCs)
- w. All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while

Name of Offeror or Contractor:

not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

☐ have

☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

(2) Further, in our review of the specification or technical data package in this solicitation, we--

☐ have

☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 43 of 63</b> REPRINT
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**Name of Offeror or Contractor:**

need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 44 of 63</b> REPRINT
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: N/A

(End of provision)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	FEB/2000
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-6	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

(End of provision)

L-9	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
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Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462

(End of Provision)

L-10	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command  
ATTN: AMSTA-AQ, Protest Coordinator  
Warren, MI 48397-5000

or

HQ, Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001  
Facsimile number (703) 617-5680/617-4999

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L007 MOD/AMD	Page 45 of 63 REPRINT
Name of Offeror or Contractor:		

Voice number (703) 617-8176

The AMC-Level protest procedures are found at:

www.amc.army.mil/amc/command\_counsel/protest/protest.html

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

(End of provision)

L-11 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME OCT/1997

(a) Definitions. As used in this provision--

(1) Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences, such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(2) Uncompensated overtime rate is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. (\$20 X 40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

L-12 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/1998

(TACOM)

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 46 of 63</b> <b>REPRINT</b>
<b>Name of Offeror or Contractor:</b>		

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
[www.amc.army.mil/amc/command\\_counsel/protest.html](http://www.amc.army.mil/amc/command_counsel/protest.html)

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

- contract performance will be in the best interests of the United States; or
- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

a. terminate the contract;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-R-L007 MOD/AMD	Page 47 of 63 REPRINT
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Name of Offeror or Contractor:

- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

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L-13                      52.204-7011                      ELECTRONIC COMMERCE REQUIREMENTS                      JUL/1999  
(TACOM)

(a) Electronic Commerce requirements are specified in the clause entitled "REQUIRED USE OF ELECTRONIC COMMERCE (EC)" in Section H of this solicitation.

(b) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (810) 574-7225.

(c) Additional help is also available to small businesses from Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the following site: <http://www.ecrc.ctc.com> .

(End of provision)

L-14                      52.211-4036                      FORMAT OF THE TECHNICAL DATA PACKAGE (TDP)                      MAY/1999  
(TACOM)

(a) The TDP for the contract item is available only in electronic format via the Acquisition Center's Solicitation Webpage ([www.tacom.army.mil/acqcen](http://www.tacom.army.mil/acqcen)). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the Acquisition Center's Solicitation Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the Acquisition Center's Solicitation Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM  
AMSTA-AQ-DS (TDP Requests)  
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Terri McGregor at (810) 574-7058 or Rick Khouri at (810) 574-7064.

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L-15                      52.215-4003                      HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES                      SEP/1999  
(TACOM)                      (NON-US POSTAL SERVICE MAIL)

(a) All handcarried offers must be in electronic format in accordance with the instructions contained elsewhere in Section L of this solicitation.

(b) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:

US Army Tank-automotive and Armaments Command  
Acquisition Center  
Bid Lobby - Building 231, AMSTA-CM-CDD  
East 11 Mile Road

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 48 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

Warren, MI. 48397-0001

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number, the specific electronic medium on which the proposal is contained (i.e., 3 1/2" floppy disk, zip disk, CD ROM), and the date and time of the bid opening or closing. Each envelope should contain only one offer.

(e) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.

(f) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be time-stamped by a Bid Lobby employee during business hours.

(g) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, Instructions to Offerors--Competitive Acquisitions, or FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids.

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L-16                      52.215-4850                      ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION                      NOV/1999

1. You must submit your offer via paperless electronic media (See Paragraph 2 below.). Offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(i) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(iv) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calander days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

2. Acceptable media: You must submit your offer via 100 megabyte Zip\*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, or E-mail. Identify the software application, and version, that you used to create each file submitted.

(a) 100 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required).

(b) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

Please select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 megabyte Zip\*-disk AND e-mail.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 49 of 63</b> <b>REPRINT</b>
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**Name of Offeror or Contractor:**

3. Lateness rules for submitted disks or e-mail submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of submissions.

4. Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM before the closing date. Contact the buyer identified in Block 10 of the SF33 solicitation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

5. Electronic offers must include, as a minimum:

- (a) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per 2(a) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph 2(a) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Authentication for e-mailed offers is verified by the offeror's return e-mail address.
- (b) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. Also, Section E provision filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.
- (c) A statement of agreement to all the terms, conditions, and provisions of this solicitation.
- (d) Any other information required by the solicitation.

6. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

7. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.

\*Registered trademark  
[End of provision]

L-17                      52.219-4003                      HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS                      JUN/1997  
(TACOM)  
(a) Procurement Technical Assistance Centers (PTACs).

The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

- (b) PTACs provide their clients with...
  - marketing advice
  - information on sales opportunities and partnering prospects
  - help with preparing offers
  - matching your firm's services and products to Government requirements
  - copies of Government specifications (sometimes for a fee)
  - post-award guidance
  - referrals to other business assistance resources
  - newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit [www.fedmarket.com/tecassis.html](http://www.fedmarket.com/tecassis.html) on the World Wide Web.  
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L-18                      52.233-4000                      NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM                      AUG/1999  
(TACOM)

(a) We have an Ombudsperson Office here at the U.S. Army Tank-automotive and Armaments Command (TACOM). Its purpose is to open another channel of communication with TACOM contractors.

- (b) If you think that this solicitation:
  1. has inappropriate requirements; or
  2. needs streamlining; or
  3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p align="center"><b>Page 50 of 63</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

(c) The buyer's name, phone number and address are on the cover page of this solicitation.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM  
AMSTA-CM-PY (Ms. Shepherd)  
Warren, MI 48397-5000

shepherl@cc.tacom.army.mil

(810) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please give her the following information

1. TACOM solicitation number;
2. Name of PCO;
3. Problem description;
4. Summary of your discussions with the buyer/PCO.

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**SECTION L**

**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

L.1 Proposal Instructions and Content: The proposal, subject to the late proposals and revisions section of FAR 52.215-1, "Instructions to Offerors" Competitive Acquisition (Oct 1997), shall be submitted in the format and quantities set forth below. Section M, "Evaluation Criteria for Award", sets forth the evaluation guidance pertaining to Areas and Elements. The "Areas" include Technical, Management, Past Performance and Cost data. This data will be evaluated pursuant to Section M of the Request For Proposal(RFP). In addition to the general requirements of the solicitation provision FAR 52.215-1, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal. The primary purpose of this RFP is to acquire technical support and services for the Vetronics Technology Area. Failure to conform to the requirements stated herein or exceptions taken to the terms and conditions of the Request for Proposal (RFP) may form the basis for rejection of the offer. Accordingly, Offerors are encouraged to contact the Contracting Office via email (williaro@tacom.army.mil) or fax ((810) 574-7018, ATTN: R Williamson in order to request an explanation of any aspect of these instructions.

L.1.1 Proposals shall be submitted in the English language and in four (4) separate volumes for Government review. Proposals shall include both oral presentations and electronic formats, as outlined below. As used herein, the term "volume" includes various types of information media, such as, CD-ROM, or email as specified in this solicitation. These "volumes" coincide with the four (4) "Areas" of the proposal to be evaluated. The first volume shall set forth the offeror's personnel experience, technical understanding of the scope of work and the offeror's technical approach to the performance of the sample work directives, the second volume shall be the management approach, the third volume the offeror's past performance and the fourth volume, offeror's cost. The first and second "volumes" will consist of a packet of charts, which the contractor will present for his oral presentation. The fourth volume shall detail the offeror's estimated costs for each Contract Line Item Number (CLIN) which includes the base effort of 1,500 hours and an option for 67,120 hours plus four additional options of 68,620 hours each. A signed Standard Form 33 is to be scanned and submitted by email with all fill-ins of Sections A through K completed. Maximum size of e-mail submissions shall not exceed 3.5 megabytes. Overall proposal size shall be limited to 650 megabytes of data.

L.1.2 The offeror's proposal shall be submitted in accordance with the following. Volumes 1, the Technical Proposal (excluding key personnel resumes) and Volume 2, the Management proposal, shall be submitted in chart form on CD-ROM for later oral presentation. The key personnel resumes of Volume 1, as well as Volume 3, Past Performance, and Volume 4, Cost proposals, shall be submitted only on CD-ROM. Note that the limiting of submission of electronic proposals to CD-ROM format is a modification to the Electronic Proposal provision L-16 of the RFP.

L.1.2.1 Volume 1, Technical Volume: The offer shall provide two (2) identical CD-ROMs. The technical proposal (excluding the key personnel resumes) will be given as an oral presentation utilizing these charts. At the time of oral presentation, the offeror is to provide six (6) additional paper hard copies of charts for use of the evaluators during the oral presentation. File format must be Microsoft PowerPoint 97 or 95, Word 98 or 95 or a file format acceptable to the Contracting Officer. File format for the key personnel resumes must be Microsoft Word 97 or 95 or a file format acceptable to the Contracting Officer. Note that the requirement of additional paper copies of Volumes 1 is a modification to the Electronic Proposal provision of the RFP, L-16.

L.1.2.2 Volume 2, Management Volume: The offeror shall provide two (2) identical CD-ROMs. The management proposal will be given as an oral presentation utilizing these charts. At the time of oral presentations, the offeror is to provide six (6)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-R-L007      MOD/AMD</p>	<p style="text-align: center;"><b>Page 51 of 63</b></p> <p style="text-align: center;">REPRINT</p>
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**Name of Offeror or Contractor:**

additional paper hard copies of the charts for use of the evaluators during the oral presentation. File format must be Microsoft PowerPoint 97 or 95, Word 98 or 95 or a file format acceptable to the Contracting Officer. Note that the requirement for additional paper copies of Volume 2 is a modification to the Electronic Proposal Provision of the RFP, L-16.

L.1.2.3 Volume 3, Past Performance Volume: The offeror shall provide two (2) identical sets of CD-ROMs. File format must be Microsoft Word 97 or 95 or a file format acceptable to the Contracting Officer. Past Performance questionnaires are required to be mailed to POCs on the offeror's Past Performance Matrix no later than 10 days prior to closing date of the solicitation as described further in Section L.

L.1.2.4 Volume 4, Cost Volume: The offeror shall submit four (4) identical sets of CD-ROMs of all cost tables in Microsoft Excel or Excel-readable spreadsheet format, a scanned image of a signed copy of the SF33 cover page, and a copy of completed fill-ins for Sections B, F, and K.

L.1.2.5 A copy of the cost volume shall be submitted to the offeror's cognizant Defense Contract Audit Agency (DCAA) office, in CD-ROM format.

**L.2 Oral Presentation**

L.2.1 The oral presentation will be presented at U.S. Army TACOM in Warren, Michigan. TACOM will make a video tape of your presentation. We will use the videotapes, as necessary, in our evaluation of your presentation. We will provide you a copy of the videotape upon your request. The filming of the presentation will stop when the time limit expires or when you complete your presentation, whichever occurs first. The purpose of the oral presentations is to obtain information about the offeror's knowledge of the requirements of the solicitation and to assess the quality and completeness of the offeror's analysis and approach to satisfying those requirements. The entire oral presentation consisting of oral information you present and the charts will be utilized in assessing and evaluating the merits of your technical and management proposals. Neither the oral presentation nor the question/answer session will constitute discussions as defined in FAR 15.306(a)(2), nor will they obligate the Government to conduct discussions or to solicit or entertain any proposal revisions. There may be exchanges made during the oral presentations. (See M.1). Details on the oral presentation process are as follows:

L.2.2 Schedule of presentations: We will schedule presentations as soon as possible after the closing date for receipt of proposals. We will determine the order in which offerors will make their presentations by drawing lots after the receipt of offers. We will notify you of your scheduled presentation date and time, and will only entertain requests to reschedule the presentations based on unusual circumstances on a case-by-case basis. Failure to make your presentation at the scheduled time, without notification and rescheduling approval by the Government, will result in our rejection of your offer. We reserve the right to reschedule the presentations if we determine it is necessary to resolve unanticipated problems or delays.

L.2.3 Form of Presentations: You will make your oral presentation for Volumes 1 and 2 in person. The mere submission of videotapes or other forms of media containing the presentation for evaluation is not authorized and will not be considered. The oral presentation should completely address all aspects of Volumes 1 and 2, however, only the charts submitted at the time of electronic proposal submission (proposal due date) can be used during the presentation.

L.2.4 Time Limit: There is a four-hour time limit for the oral presentation. The oral information you present will be utilized in assessing and evaluating the merits of your technical and management volumes.

L.2.5 Presentation Team: Only individuals proposed as key personnel, as defined in paragraph H.6, shall participate in the presentation. At the close of the presentation, you shall provide us with a listing of the names and the proposed key personnel labor category of all the presenters as well as the total number of direct labor hours included in the cost proposal for each presenter over the duration of the contract (basic and all options). The number of individuals in the presentation team shall be limited to five. At the time of scheduling, the offeror will submit a list of presenters.

L.2.6 Proposal Content/Briefing Materials: The Government will provide adequate electronic playback capability for your use during the presentation. You shall submit the required two (2) copies of the electronic technical/management proposals (CD-ROM) at the same time as the rest of your proposal. Immediately before the presentation, we will give you the CD-ROM(s) for your use during your oral presentation. You must use those charts submitted for your oral presentation.

L.2.7 Question and Answer Session: Following the oral presentations, there will be a question and answer session. There is a two hour time limit for the question and answer session. The answers you present will be utilized in assessing and evaluating the merits of your technical and management volumes.

L.3 Technical Volume: The offeror shall make an oral presentation for Elements 2 and 3 of this volume.

L.3.1 Element 1: Personnel Experience

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 52 of 63</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

L.3.1.1 The offeror shall provide detailed resumes, including current employer, education, employment history, DOD security clearance and previous project assignments for those Key Personnel, identified in paragraph H.6. Each resume shall include the proposed key personnel labor category for the individual as well as the total number of direct labor hours included in the cost proposal for the individual over the duration of the contract (basic and all options). NOTE: individuals who are not currently employed by the offeror but who will be employed contingent upon contract award shall be annotated accordingly. The offer shall include a sufficient number of resumes in each key labor category to meet or exceed the number of total direct labor hours listed for the categories below. The remainder of the hours not specified below will be proposed by the offeror in whatever labor categories he feels is appropriate whether it is the within the listed categories or another labor category the offeror considers necessary.

<u>Labor Category</u>	<u>Number of Labor Hours</u>
Program Manager	4,700
Vehicle Electronics Systems Engineer	28,200
Vehicle Electronics Software Engineer	28,200
Software Process Engineer	28,200
Simulation Engineer	28,200
Senior Software Engineer	28,200
Software Engineer	28,200
Electrical Engineer	9,400
Mechanical Engineer	9,400
Administrative Assistant	9,400
Junior Engineer	28,200
Technician	9,400

L.3.1.2 Element 2:Sample Tasks

Attachment 1 of this RFP consists of three Sample Tasks. The offeror shall make an oral presentation on each of these tasks demonstrating their understanding of the problem, describing their recommended approach and rationale, and thoroughly discussing methodologies proposed for performing the required analyses. The purpose of these Sample Tasks is to allow the offeror the opportunity to demonstrate the breadth and depth of analytical capability necessary to perform this effort. NOTE: Offerors are not expected to submit actual solutions to these sample tasks. The offeror’s choice of methodologies and analytical approach will be examined, not actual task solutions.

L.3.1.3 Element 3:Technical Understanding

L.3.2.1 The offeror shall make an oral presentation of their understanding of the contract statement of work. The offeror shall discuss, in detail, the tasks identified in Section C. The presentation shall demonstrate the offeror’s knowledge of current and projected combat vehicle technologies and experience related to ground combat systems.

L.4 Management Volume: The offeror shall make an oral presentation at TACOM for this Volume.

L.4.1 Element 1: Background, Organizational Structure/Management Approach

L.4.1.1 The offeror shall describe its corporate background, knowledge and experience related to performance of work in Section C. Describe the lines and method of control and coordination within the organization (including principal subcontracts and team members). Explain in detail how the offeror proposes to organize and manage the coordination of communications, information, data, and documentation with the Government. The offeror shall describe how he proposes to manage the program budget.

L.4.2 Element 2: Staffing

L.4.2.1 The offeror shall describe their plan to make the proposed key personnel available to support this contract. The offeror shall also describe their approach to retaining the proposed key personnel and their approach to recruiting and hiring replacement personnel.

L.4.3 Element 3 Facilities

L.4.3.1 The offeror shall provide a detailed description of facilities and equipment currently available, and to be acquired, for the performance of the proposed effort, including CAD and CAE. Detailed description of the facilities, location, size, floor space, computer resources and publication capability shall be included as well as the capability of receiving and safeguarding data classified up to the SECRET level.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-00-R-L007      <b>MOD/AMD</b></p>	<p align="center"><b>Page 53 of 63</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

**L.5 Past Performance Volume:**

L.5.1 Element 1: Past Performance. Past Performance consists of and must include a Past Performance Matrix and Self Assessment of those contracts listed by the offeror:

L.5.1.1 Past Performance Information: The offeror shall distribute past performance questionnaires as shown as Exhibit 1 to Section L of the solicitation and include past performance references for each contract listed in a Past Performance Matrix, Exhibit 2 to Section L of the solicitation. This matrix and Self-assessments on each contract listed are to be included as part of Volume 3 and submitted at time of proposal submission.

L.5.1.2 Past Performance Matrix: The offeror shall provide information, in the format described below, on contracts with performance periods within the last three years, with similar scopes of work. Emphasis should be placed on DoD/Army efforts (particularly Tank/automotive related). However, other relevant contracts including commercial contracts may be included. Offerors may provide additional referenced contracts for any major subcontractor whose experience is cited in the matrix.

L.5.1.2.1: The offeror shall prepare a synopsis for each selected contract with information provided in the Past Performance matrix format as shown as Exhibit 2 to Section L of the solicitation.

L.5.1.2.2 Offerors that are newly formed entities without prior contracts should list contracts and subcontracts that key personnel or major subcontractors have worked on in the past. The offeror shall explain the role of such key personnel on the contracts listed. The Government may assign a neutral rating in the area if the offeror cannot demonstrate any past performance on relevant contracts in the last three years.

L.5.1.3 Past Performance Questionnaire: In addition to the above, the offeror shall send a copy of the questionnaire directly to the cognizant Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO) or the commercial contractor representative on the four most relevant contracts listed in the Past Performance Matrix. The offeror shall request that the COR and PCO or commercial contractor representative complete the questionnaire and forward it the contract specialist via email to williaro@tacom.army.mil no later than ten (10) days before the due date of this solicitation. The Contracting Office will contact those offices that do not respond to the questionnaire.

L.5.1.4 Self Assessment: The offeror shall provide a self-assessment of its performance under each contract identified in the matrix. The self-assessment shall address: 1) the quality of the services provided; 2) the timeliness of performance; 3) control of cost; 4) customer satisfaction; and 5) a summary of all award fee scores (if any) received on these contracts. All cost growth, schedule delays, labor problems, and facility problems shall be disclosed and fully explained. The offeror shall demonstrate how it was able to resolve (or why it could not resolve) special or unexplained problems as well as difficulties meeting performance or cost parameters. The offeror shall identify any quality awards or recognition received.

**L.5.1.5 Offerors are advised that:**

1) the Government may contact any or all references that the offeror provides and third parties (such as customers, other Government contractors, other DoD organizations etc.) for performance information,

2) the Government reserves the right to use any such information received as part of its' evaluation of the offeror's past performance; and

3) If the offeror omits projects of which the evaluation team is aware of or becomes aware, customer assessments may be sought from the relevant organization.

**L.5.2 Element 2: Small Business Participation**

L.5.2.1 Offeror's are to identify the extent to which small business (SBs) , small disadvantaged businesses (SDBs), woman owned small business (WOSBs), historically black colleges/universities or minority institutions (HBCU/MIs) and Hub Zone concerns would be utilized in the performance of this proposed contract. For small businesses, as defined by the Standard Industrial Code applicable to this solicitation, the offeror's own participation as a SB, SDB, WOSB, HBCU/MI or hub zone concern is to be identified, and will be considered in evaluating small business participation.

**L.5.2.2 The offeror is to address the following factors in detail.**

(a) All offerors are to provide:

(1) The names of SBs, SDBs, WOSBs, HBCU/MIs or Hub Zone concerns who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-00-R-L007      <b>MOD/AMD</b></p>	<p align="center"><b>Page 54 of 63</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

(2) A description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

(b) Offeror's who are large businesses, as defined by the Standard Industrial Code applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9 including documentation of their accomplishments of the goals established under Subcontracting Plans for prior contracts. Large businesses which have never held a contract incorporating FAR 52.219.9 shall so state.

**L.6 Cost Volume**

L.6.1 The offeror's Cost Volume shall include (non-certified) cost data in sufficient detail for the Government to evaluate the estimated costs per the applicable criteria in Section M. After proposal submission, the Government reserves the right to request more detailed cost information if necessary.

L.6.2 Cost and all elements of cost are to be stated in United States (U.S.) dollars only, for both the prime Contractor and any potential subcontractors. The offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.

L.6.3 File format must be Microsoft Excel 97 or 95 or a file format acceptable to the Contracting Officer. Submitted spreadsheet files shall contain all formulas, computations, or equations used to compute the proposed amounts. Print image files or files containing only values are not acceptable.

L.6.4 The offeror's cost volume shall also identify: (a) any judgmental characteristics applied and the mathematical or other methods used in the estimate and (b) the nature and amount of any contingencies or adjustments included in the proposed cost amounts.

L.6.5. The cost proposal shall be in sufficient detail to enable the Government to evaluate the offeror's proposal for Cost Realism (See M.4.4.1.1). The offeror shall show complete development of the elements of the cost proposal. Sufficient detail must be present to allow verification of the costs. These instructions are not intended to be restrictive or all-inclusive. Offerors are encouraged to submit any other cost and financial information considered helpful in the evaluation of their cost proposal.

L.6.6 Presentation of Cost Information: The offeror shall submit a separate cost element breakdown in support of the proposed cost and fee for each individual Contract Line Item Number (CLIN), including all options. Each such breakdown shall use the format described below to support each element of cost. The cost breakdown must be consistent with the offeror's cost accounting system.

L.6.6.1 Subcontracts: If there are any high dollar subcontractors, those whose total price is expected to be greater than \$500,000 for effort related to this contract as a whole, the offeror shall provide cost information from the subcontractor equivalent to that required of the offeror. Any such subcontractor cost information must be segregated by CLIN, same as required of the offeror's cost breakdowns. The offeror shall also furnish its evaluation of the subcontractor's submission, and rationale for determining that the subcontract price is reasonable and realistic. If the prospective subcontractor is unwilling to provide such information to the offeror, the data may be submitted directly to the PCO. The same kind of cost information shall be provided for inter-organizational transfers, regardless of dollar value, except the offeror need not provide its evaluation of such cost data. For lower dollar subcontracts the offeror shall provide a narrative that provides the following:

- a. Description of the subcontract effort
- b. Anticipated subcontractor
- c. Estimated subcontract price pertaining to the applicable CLIN
- d. Indicate whether the subcontracted activity is sole-source, competitive, and/or commercial.
- e. Explain why the proposed subcontract amount is realistic and reasonable.

L.6.6.2 Materials: The offer shall include direct travel of \$25,000 and direct material of \$300,000 for each year of effort.

L.6.6.3 Direct Labor: Based on past performance, the Government estimates that the labor mix for each year of effort will be as follows. Offerors who deviate from this mix must provide the supporting rationale for their proposed mix as part of the proposal.

<u>Labor Category</u>	<u>Number of Labor Hours</u>
Program Manager	940
Vehicle Electronics Systems Engineer	7,520
Vehicle Electronics Software Engineer	7,520

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 55 of 63</b>
	<b>PIIN/SIIN</b> DAAE07-00-R-L007	<b>MOD/AMD</b>	<b>REPRINT</b>

**Name of Offeror or Contractor:**

Software Process Engineer	5,640
Simulation Engineer	9,400
Senior Software Engineer	7,520
Software Engineer	7,520
Electrical Engineer	3,760
Mechanical Engineer	3,760
Administrative Assistant	5,640
Junior Engineer	7,520
Technician	1,880

L.6.6.3.1 Provide a breakdown of the labor categories by appropriate labor classifications. Explanations should be given, covering any contingencies included in the estimated hours. The breakdown shall segregate and include subcontracted effort. Show the total proposed direct labor costs. This should be a time-phased breakdown of labor hours and cost by appropriate major labor categories. Show the direct labor rates used in the time-phased breakdown, by labor category. Fully explain the basis of the proposed direct labor rates and any escalation used.

L.6.6.4 Indirect Costs: The offeror shall comprehensively describe the method of computation, whether based on experience and/or projected rates. Show the proposed amounts for labor burden by category, for example FICA, SUI, FUI, pension, thrift, vacation, holiday, sick leave, etc. The proposed material overhead, if appropriate, should be shown separately. For General and Administrative (G&A) costs, show the proposed allocation base and proposed G&A amount. If the award of this Contract will have a significant impact upon the offeror's business volume, the effects of those changes upon the pool and bases are to be identified and discussed.

L.6.6.5 Other Costs: Identify each of these costs separately and provide supporting details for each one. (E.g., computer and Phase-in costs). These other costs shall be narratively described and broken down in sufficient detail to enable Government evaluators to accurately identify and categorize all such costs.

L.6.6.6 For subcontractor's proposals which represent deliverable hours against the 68,620 hours per year of deliverable technical effort, subcontractor effort shall be proposed in the same level of detail as the prime offerors proposal.

L.6.6.7 Fee: The offeror shall provide rationale for the proposed fee.

L.6.6.8 Contingencies: The proposal shall clearly segregate all contingencies that are included in the proposal.

L.6.7 Required Direct Charge Labor Hours - All effort under this contract shall be performed only to the extent authorized by PCO approved work directives. Therefore, to enable effective control of this effort via work directive, all professional/technical labor categories shall be proposed as a direct charge.

L.6.8 Charging of Clerical/Secretarial and Non-managerial Administrative Hours - Should the offeror proposed clerical/secretarial/non-managerial administrative hours as a direct cost, these hours shall be proposed in addition to the basic effort. (For example, if a proposal includes 1,000 hours of direct charge clerical, the total proposed basic effort should be 69,620 hours). The offeror shall clearly identify and separately price all clerical secretarial and non-managerial administrative labor hours proposed as a direct charge. This requirement is also applicable to the options.

**L.7 Options**

Offerors shall price each year separately, 68,620 hours per year, for the base and each of four options years.

**L.8 Additional Proposal Requirements:** The offeror must submit the following:

L.8.1 Requirement 1 - Contractor's Accounting System: The offerors are to provide evidence that their accounting system is capable of tracing and segregating cost data in sufficient detail to administer a cost reimbursement-type contract. This evidence may include a letter from either DCMC or DCAA stating that the offeror has an acceptable accounting system for this type of contract. In those cases where the offeror does not currently have a DCMAO or DCAA approved accounting system, the offeror shall describe what action it has taken or intends to take to obtain DCMAO or DCAA approval of its accounting system prior to Contract award.

L.8.2 Requirement 2 - Security Performance of the SOW may require access to and generation of classified technical data including military critical technologies and threat information for which no foreign dissemination is authorized. Therefore, the offeror must submit evidence at time of award that key personnel have, at a minimum, a current SECRET level clearance. In no event will the offeror be required to store, maintain, or review classified materials at their facility; all work of a SECRET nature will be performed either at a Government location, or at a facility of a third party with the appropriate clearance.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 56 of 63</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

EXHIBIT 1

SOURCE SELECTION  
PAST PERFORMANCE QUESTIONNAIRE

DESCRIPTION OF THE CURRENT SOLICITATION EFFORT:

This effort consists of technical services to assist the Vetronics Technology Area (VTA) in designing and maintaining existing and future systems within the technology center. The VTA mission emphasizes Research & Development of vehicle electronics and virtual prototyping support to Weapon System Program Managers (PMs). Crew in the loop simulation, embedded simulation, vehicle electronics, real-time embedded software, digitized battlefield integration, and robotics are technology areas within (VTA) defined mission. The VTA provides technical support to Program Managers within the PEO-Ground Combat and Support Systems including PM-Abrams, PM-Bradley, AMC/TARDEC Advanced Technology Demonstrator programs including Crewman's integration and Automation (CAT) and Future Scout Cavalry System (FSCS)/Tracer as well as the Office of Deputy for Systems Acquisition.

Contractor or Government Program Managers, or their Contracting Officer Representatives, are requested to complete the attached past performance questionnaire to be used in evaluating past performance. Upon completion please submit to the following email addresses: williaro@tacom.army.mil, elliotjt@tacom.army.mil and traciaka@tacom.army.mil.

CONTRACTOR:  
CONTRACT NUMBER:  
CONTRACT TYPE:  
ORIGINAL CONTRACT VALUE:  
CURRENT CONTRACT VALUE:  
NATURE OF EFFORT:  
PERIOD OF PERFORMANCE:  
PLACE OF PERFORMANCE:

Please complete the questionnaire as a coordinated effort for the Contracting Officer. For the first 16 questions, choose the number on the scale of 1 to 4 that most accurately describes the Contractor's performance on the contract listed above. A "1" represents ALWAYS, and "4" indicates RARELY. If the question is not applicable, circle "N/A." If not ALWAYS, please add any comments and information that may help to determine the Contractor's probable performance.

1=ALWAYS            2=MOST OF THE TIME            3=SOMETIMES            4=RARELY

1. Did the Contractor comply with contractual terms and conditions?

1    2    3    4    N/A

2. Did the Contractor adhere to task schedules and mission requirements?

1    2    3    4    N/A

3. Did the Contractor demonstrate the ability to overcome program, technical, or schedule difficulties?

1    2    3    4    N/A

4. Was the Contractor responsiveness to technical direction?

1    2    3    4    N/A

5. Was the Contractor able to solve business management problems without extensive guidance from the procuring activity counterpart?

1    2    3    4    N/A

6. Was the Contractor responsive and reasonable with regard to negotiating changes and modifications?



Name of Offeror or Contractor:

1234 N/A

8. Was the Contractor’s labor force adequate in terms of overall qualifications to perform the work required?

1234 N/A

9. Was the Contractor’s willing and able to integrate as a team with the existing work force (Government and/or other contractors)?

1234 N/A

10. Was the Contractor able to retain a stable work force for the term of the contract?

1234 N/A

11. Did the Contractor exercise proper management control over his own personnel?

1234 N/A

12. If the Contractor used subcontractor(s), did the Contractor exercise proper management control over the subcontractor(s)?

1234 N/A

13. Did the Contractor have adequate work control procedures in place?

1234 N/A

14. Was Contractor’s estimating system (accuracy of proposals, consistency and quality of estimates) adequate?

1234 N/A

15. Did the Contractor’s cost reporting system accurately track costs incurred? (Overruns in dollars or hours?)

1234 N/A

16. Were the Contractor’s reports and documentation responsive and of good quality?.

1234 N/A

17. Did the Contractor’s develop and utilize talents of key personnel?

1234 N/A

18. If the contract specified subcontracting goals, did the Contractor comply?

1234 N/A

19. Was the Contractor cooperative in negotiations and in resolving issues?

1234 N/A

20. Have there been any terminations of tasks due to inability to meet technical requirements, delivery schedules, or cost predictions? If so, how many?

YES NO

21. Would you award similar contracts to the Contractor in the future?

YES NO

22. What role did you play (e.g., COR, Contract Specialist, ACO)? How long?

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page</b> 58 <b>of</b> 63 REPRINT
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**Name of Offeror or Contractor:**

NAME (Printed)/Phone

SIGNATURE DATE

Comments:

EXHIBIT 2

PAST PERFORMANCE MATRIX

- (1) Contract No./Delivery Order.
- (2) Contract/Delivery Order Type
- (3) Program Title, including brief (50 words or less) description of work performed.
- (4) Enter P if performed as a prime contractor or S if performed as a subcontractor.
- (5) Contract dollar value at time of award, present time or completion time as appropriate.
- (6) Percentage of effort performed as a prime or subcontractor.
- (7) Total number of man-hours worked as a prime or subcontractor.
- (8) Key Personnel
- (9) Point of Contact and Telephone Number, e-mail (PM/PCO/ACO/COR)
- (10) Date Questionnaire sent to the Contractor or Government Program Manager/COR

\*\*\* END OF NARRATIVE L001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 60 of 63</b> <b>REPRINT</b>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. Basis for Award

The Government plans to award a single contract for technical services in support of the the Vetronics Technology Area using Source Selection "Trade-Off" procedures to obtain the "Best value" to the Government. Selection of the successful offeror will be based on a comprehensive evaluation to determine the source whose proposal is considered the best value to satisfy Government requirements and objectives at a reasonable, realistic, and affordable cost. The Government reserves the right to make no award as a result of this solicitation, if, upon evaluation of proposals, no proposals are deemed likely to meet the technical requirements at an acceptable level of risk and/or cost. Also, the Government reserves the right to award a contract based on initial offers, with no discussions, unless the contracting officer otherwise determines discussions are in the best interest of the Government. In the event that discussions are considered necessary, offeror's responses to Government Items For Discussion shall be submitted in writing.

M.2. General

Proposals which merely offer to perform work in accordance with the RFP, or which 1) fail to present more than an indication of capability of compliance with the technical requirements without elaboration or 2) fail to meaningfully respond to Section L of the RFP, shall be deemed unacceptable and shall not be considered further.

M.3 Evaluation Guidance

M.3.1 Selection of the successful offeror shall be made based on the evaluation of the information requested in Section L against the criteria stated below. However, any proposal which is unrealistic in terms of technical and schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of competence or indicative of a failure to comprehend the complexity and risks of the Government's requirements as set forth in the solicitation and may be grounds for rejection of the proposal. Furthermore, any significant inconsistency between proposed performance and cost, if unexplained, may be grounds for rejection of a proposal due to an offerors misunderstanding of the work required or his ability to perform any resultant contract. During the Source Selection process, the Government will assess the relative risks associated with each offeror and proposal. It is important to note the distinction between proposal risk and performance risk. Proposal risk is that risk associated with the offeror's technical approach to meeting requirements of the RFP. Performance risk is that risk associated with the offeror's capability to perform the solicitation requirements within the cost and schedule limits.

M.4 Evaluation Criteria

The evaluation criteria consists of four (4) areas: Technical, Management, Past Performance and Cost. The Technical area is significantly more important than the Management area. The Management and Past Performance Areas are approximately equal to each other and each is slightly more important than Cost. The Technical, Management and Past Performance areas, when combined, are significantly more important than Cost

M.4.1 Technical Area

The technical area includes three (3) elements: Personnel Experience, Sample Tasks and Technical Understanding. The Personnel Experience and Sample Task Elements are of equal importance and each is twice as important as the Technical Understanding element. Each element shall be considered and evaluated as follows:

M.4.1.1 Element 1., Personnel Experience: Resumes submitted by the offeror will be evaluated to determine if the requested number of qualified individuals in each key labor category to meet or exceed the number of total direct labor hours listed in Section L is included. The extent to which each of the proposed individuals meet the requirements for key personnel defined in H.6 will be evaluated. The education, employment history, DOD Security Clearance, and previous project assignments will be evaluated to determine compliance with minimum qualifications. In addition the extent to which the offeror demonstrates the availability of proposed key personnel upon contract award will be evaluated.

M.4.1.2 Element 2, Sample Tasks: The extent to which the offeror's description of their technical approach to each sample task displays their capability will be evaluated to determine if the offeror:

- a) Understands the problem
- b) Establishes that the recommended approach is comprehensive, current and practical.
- c) Selects relevant, appropriate methodologies
- d. Exhibits the overall breadth and depth of analytical ability to perform this task

M.4.1.3 Element 3, Technical Understanding: The extent to which the offeror demonstrates his experience with tasks identified in Section C will be assessed for knowledge of current and projected combat vehicle technologies and experience related to ground combat systems. The extent to which the offeror's description of his knowledge and experience demonstrates his ability to perform the scope of work will be assessed.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 61 of 63</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

#### M.4.2 Management Area

The management area includes three (3) elements: Background/Organization Structure/Management Approach, Staffing and Facilities. Each of the three elements are of equal importance.

M.4.2.1 Element 1: Background/Organizational Structure/Management Approach - The offeror's background/organizational structure and management approach will be assessed to evaluate the offeror's Corporate knowledge and experience related to performance of work in Section C and the capability to effectively coordinate and control contract performance within its own organization. The offeror's capability to effectively manage its subcontracted effort will be assessed.

M.4.2.2 Element 2: Staffing - The offeror's staffing approach will be assessed to evaluate the offeror's ability to quickly make proposed key personnel available for contract work. The offeror's recruiting and hiring approach will be assessed to evaluate their ability to obtain qualified replacement personnel in a timely manner. The offeror's approach to employee retention will be assessed to evaluate their ability to maintain a stable workforce.

M.4.2.3 Element 3: Facilities - The offeror's facilities will be evaluated to determine their adequacy to perform the contract effort including CAD and CAE. The facilities the offeror intends to make available during the performance of the project including the facilities location, size, floor space, computer resources and publication capability will be assessed. The offeror's facilities for processing of data classified up to the SECRET level will be evaluated.

#### M.4.3 Past Performance Area

The Past Performance Area contains Past Performance and Small Business Participation. The element of Past Performance is significantly more important than the element of Small Business Participation.

##### M.4.3.1 Element 1: Past Performance

M.4.3.1.1 The Government will conduct a performance risk assessment based upon the quality of the offeror's past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror and its proposed subcontractors as it relates to all solicitation requirements, such as cost, schedule, and performance, including the contractor's responsiveness to technical direction, quality of any design reviews and record of containing and forecasting costs on any previously performed cost reimbursable contract.

M.4.3.1.2 A significant achievement, problem, or lack of relevant data in any portion of the work can become an important consideration in the source selection process. A negative finding under any portion may result in an overall high performance risk rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective action, in their proposal. The lack of a performance record may result in an unknown performance risk rating.

M.4.3.1.3 Offerors are cautioned that in conducting the performance risk assessment the Government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data obtained. Note that while sources of information beyond the proposal may be considered, the burden of providing thorough and complete past performance information remains with the offerors. The Government is under no obligation to seek out extrinsic information to cure deficiencies contained in proposals.

##### M.4.3.2 Element 2: Small Business Participation

M.4.3.2.1 The Government will evaluate the extent to which the offeror identifies and commits to utilizing Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), Woman-Owned Small Businesses (WOSBs), Historically Black Colleges/Universities or Minority Institutions (HBCU/MIs) or Hub Zone concerns in the performance of the contract. Such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement.

##### M.4.3.2.2 The evaluation will include the following:

M.4.3.2.2.1 The extent to which the proposal specifically identifies SBs, SDBs, WOSBs and HBCU/MIs and the estimated dollar value of their participation, including the participation of the offeror, if it is a SBs, SDBs, WOSBs or an HBCU/MI;

M.4.3.2.2.2 The complexity of the items/services to be furnished by SBs, SDBs, WOSBs, HBCU/MIs and Hub Zone concerns;

M.4.3.2.2.3 The extent of participation of such concerns in terms of the value of the total contract amount; and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 62 of 63</b> <b>REPRINT</b>
<b>Name of Offeror or Contractor:</b>		

M.4.3.2.2.4 An assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:

a. For all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business and Small Disadvantaged Business Concerns;

b. For Offerors who are large businesses as defined by the Standard Industrial Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

M.4.4. Cost Area

M.4.4.1 Proposal Evaluation: The offeror’s proposal shall be evaluated as an assessment of the most probable cost to the Government based on an evaluation of the realism and reasonableness of the offeror’s proposed cost and fee. Affordability will also be considered. The Defense Contract Audit Agency (DCAA) may be requested to verify rates and projections.

M.4.4.1.1 Cost Realism: The Government shall evaluate realism by independently reviewing and evaluating the specific elements of the offerors’ proposed cost estimate to determine whether the cost accurately reflects the offeror’s proposed effort to meet program requirements and objectives. The result of the realism evaluation will be a determination of the probable cost of performance for the offeror. The probable cost may differ from the proposed cost. The probable cost, rather than the proposed cost, shall be used in the trade-off evaluation to determine best value. The probable cost will be determined by adjusting the offeror’s proposed cost, and fee if appropriate, to reflect any additions or reductions to cost elements to realistic levels based on the results of the cost realism analysis. The Government shall conduct a risk assessment of each proposal to judge if the use of uncompensated overtime will degrade the level of technical expertise required to fulfill the Government’s requirements. See DFARS 215.305(a)(1).

M.4.4.1.2 Cost Reasonableness: The Government shall evaluate the cost reasonableness of the offeror’s proposed cost and fee in accordance with the definition in FAR 31.201-3. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.4.4.1.3 Affordability: Cost may play an additional role in that consideration of cost in terms of overall program cost and affordability may be controlling in circumstances where two or more proposals are otherwise equal or when a technically superior proposal is at a cost which the Government cannot afford. The Government will select for contract award that offeror adjudged to most likely meet the program requirements and provide the best value to the Government at an affordable cost.

M.4.4.1.4 Total Program Costs: The Government will evaluate offerors for award by adding the total cost and fees for the option periods to that of the basic contract cost and fee amounts to determine a total probable cost and fee. Evaluation of the options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option shall be rejected.

M.4.4.2 Trade-Off Process: This is a Best Value Acquisition using the trade-off process. As such, cost plays an additional role. In addition to evaluating each of the proposal areas, the Government will weigh the merits of the evaluated proposal (other than cost) against the total evaluated cost. As part of the best value determination, the relative advantages/disadvantages of each offeror’s non-cost area proposals, and the total evaluated cost, shall be considered in selecting the offer which represents the best value to the Government. The Government may award to other than the Offeror with the lowest cost.

M.4.4.3 Unbalanced Offers - An offer that is unbalanced as to prices or costs for any Contract Line Item and / or option periods or years may be rejected. An unbalanced offer is one which is based on prices or costs significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and it’s cost for each contract year or period.

M.4.4.4 For the purpose of evaluation only, option quantities will be evaluated as if the total option \_ quantity of 343,100 hours will be exercised proportionally over the five-year option performance period. Thus, the total evaluated option price will be determined by multiplying the proposed hourly rate for each of the five option years by 68,620 hours. The five yearly totals will be added together to determine the total evaluated option amount.

M.5 Determination of Responsibility

M.5.1 It is DOD policy (FAR 9.103) that contracts will be placed only with responsible contractors,those who can

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-R-L007 <b>MOD/AMD</b>	<b>Page 63 of 63</b> REPRINT
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**Name of Offeror or Contractor:**

satisfactorily perform the necessary tasks and deliver the required items (data) on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate the financial and managerial capability to meet the Government's requirements. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Government's requirements as set forth in the RFP.

M.5.2 Additional Minimum Requirements of Responsibility

In addition to the responsibility criteria discussed in paragraph M.5.1 above, the offeror must comply with the following requirement at the time of award to be considered eligible for contract award. Compliance/Non-Compliance will be determined by the PCO.

M.5.2.1 Security Requirements: Security clearances of key personnel identified in the offeror's proposal (as required under L.8.2) will be verified for accuracy.

M.5.2.2 Contractor's Accounting System: In order to receive an award, the Offeror must have an approved Cost Accounting System.

\*\*\* END OF NARRATIVE M001 \*\*\*

PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

## SECTION A - SUPPLEMENTAL INFORMATION

AUTO/CHANGE AS6047 TACOM 01-MAR-98 EXECUTIVE SUMMARY - COST-TYPE SOLICITATION

(a) Background and Description of Acquisition:

The proposed effort consists of a base effort of 1,500 hours, an option for 67,120 hours and four additional options of 68,620 hours each. This is a level of effort contract. Hours will be exercised incrementally by contract modification. The effort will include technical services to assist the Vetronics Technology Area in designing and maintaining existing and future systems within the technology center.

(b) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions that require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.

NOTICE REGARDING CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in Block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here: \_\_\_\_\_.

(c) Other Key Features or Requirements of This Solicitation:(1) Required Copies in Response to This Solicitation:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).

(2) Notice Regarding Handcarried Offers:

In addition, please be sure to follow the instructions in the provision entitled HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS DELIVERY SERVICES (NON-U.S. POSTAL SERVICE MAIL) in Section L. Offers MUST identify this solicitation number on the face of the mailing or delivery wrapper, and MUST be addressed to Bid Opening (AMSTA-AQ-DSAB), NOT to the buyer.

(3) Notice of 9-Digit ZIP Code:

Please note that the TACOM Bid Opening Office has been assigned a special 9-digit ZIP code of 48397-0001. This 9-digit ZIP code applies only for correspondence and bids/offers addressed to Bid Opening (Block 8 of SF33). Correspondence addressed to any other office at TACOM should cite TACOM's regular 9-digit ZIP code of 48397-5000.

(4) Required Notification to Subcontractors:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the SF33.

(5) Acknowledgment of Amendments:

Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(6) Question/Problem Resolution:

Questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33.

(d) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the SF33.

(End)



PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

ADDED	AS7316	52.214-4003 (TACOM)	01-MAR-98	ALL OR NONE
AUTO	AS7311	52.204-4006 (TACOM)	01-APR-99	TACOM'S ACQUISITION CENTER HOME PAGE ON THE WORLD-WIDE WEB
AUTO	AS7101	52.204-4007 (TACOM)	01-JUL-99	EXECUTIVE SUMMARY--REQUIRED USE OF ELECTRONIC COMMERCE
AUTO	AS7854	52.215-4854	01-APR-99	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO	CS7200	52.239-4001 (TACOM)	01-MAY-99	YEAR 2000 (Y2K) COMPLIANCE
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## SECTION E - INSPECTION AND ACCEPTANCE

ADDED	EF0208	52.246-9	01-APR-84	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)
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## SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF0010	52.247-34	01-NOV-91	F.O.B. DESTINATION
AUTO	FF7133	52.242-15	01-APR-84	STOP-WORK ORDER (AUG 1989) (ALTERNATE I (APR 1984))
ADDED	FS7515	52.227-4002 (TACOM)	01-APR-85	DATA (SOFTWARE)

## SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED	GS6651	52.242-4016 (TACOM)	01-AUG-99	COMMUNICATIONS
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Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mitchell Cross  
e-mail: crossm@tacom.army.mil

CHANGED	GA7811	252.201-7000 (TACOM)	01-DEC-91	CONTRACTING OFFICER'S REPRESENTATIVE
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(a) Definition.

Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

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ADDED	GS7411	52.232-4005 (TACOM)	01-JAN-88	INVOICE INFORMATION REQUIREMENT
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PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

ADDED	GS7505	52.242-4011 (TACOM)	01-FEB-98	WORK DIRECTIVES
AUTO	GS7001	52.204-7008 (TACOM)	01-JUN-99	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC COMMUNICATION

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HA0803	252.204-7000	01-DEC-91	DISCLOSURE OF INFORMATION
AUTO	HA0804	252.205-7000	01-DEC-91	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	HA0873	252.231-7000	01-DEC-91	SUPPLEMENTAL COST PRINCIPLES
AUTO	HA0871	252.246-7000	01-DEC-91	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED	HA0851	252.251-7000	01-MAY-95	ORDERING FROM GOVERNMENT SUPPLY SOURCES
AUTO	HA0853	252.225-7001	01-MAR-98	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO	HA0805	252.246-7001	01-DEC-91	WARRANTY OF DATA
ADDED	HA0802	252.203-7002	01-DEC-91	DISPLAY OF DOD HOTLINE POSTER
ADDED	HA0870	252.204-7002	01-DEC-91	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
AUTO/DEL	HA0830	252.225-7002	01-DEC-91	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	HA0809	252.242-7004	01-SEP-96	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
ADDED	HA0244	252.223-7006	01-APR-93	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
AUTO/DEL	HA0818	252.225-7009	01-MAR-98	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
AUTO/DEL	HA0816	252.225-7010	01-MAR-98	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS
ADDED	HA0823	252.235-7011	01-SEP-99	FINAL SCIENTIFIC OR TECHNICAL REPORT
AUTO/DEL	HA7390	252.227-7036	01-JAN-97	DECLARATION OF TECHNICAL DATA CONFORMITY
AUTO	HA7392	252.227-7037	01-SEP-99	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	HA7751	252.227-7039	01-APR-90	PATENTS -- REPORTING OF SUBJECT INVENTIONS
AUTO	HS7101	52.204-4005 (TACOM)	01-DEC-99	REQUIRED USE OF ELECTRONIC COMMERCE
ADDED	HS7130	52.216-4008 (TACOM)	01-JUN-89	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS
AUTO	HS7301	52.246-4026 (TACOM)	01-SEP-99	LOCAL ADDRESSES FOR DD FORM 250

## SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-OCT-95	DEFINITIONS
AUTO	IF0076	52.222-1	01-FEB-97	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF0062	52.226-1	01-FEB-00	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES

PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

ADDED	IF0333	52.227-1	01-JUL-95	AUTHORIZATION AND CONSENT
AUTO	IF0343	52.227-1	01-APR-84	AUTHORIZATION AND CONSENT (ALTERNATE I (JUL 1995))
AUTO	IF0136	52.233-1	01-DEC-98	DISPUTES
AUTO	IF0140	52.242-1	01-APR-84	NOTICE OF INTENT TO DISALLOW COSTS
AUTO	IF0651	52.253-1	01-JAN-91	COMPUTER GENERATED FORMS
ADDED	IF0007	52.204-2 (ALT I)	01-AUG-96	SECURITY REQUIREMENTS (ALTERNATE I (APR 1984))
AUTO	IF0022	52.215-2	01-JUN-99	AUDIT AND RECORDS - NEGOTIATIONS
AUTO	IF0093	52.223-2	01-APR-84	CLEAN AIR AND WATER
AUTO	IF0334	52.227-2	01-AUG-96	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0113	52.230-2	01-APR-98	COST ACCOUNTING STANDARDS
ADDED	IF0153	52.243-2	01-AUG-87	CHANGES--COST-REIMBURSEMENT
AUTO/DEL	IF0158	52.243-2	01-AUG-87	CHANGES--COST-REIMBURSEMENT (ALTERNATE V (APR 1984))
AUTO	IF0163	52.244-2	01-AUG-98	SUBCONTRACTS (ALT I--AUG 1998)
AUTO	IF0004	52.203-3	01-APR-84	GRATUITIES
AUTO	IF0350	52.233-3	01-AUG-96	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)
AUTO	IF0732	52.242-3	01-OCT-95	PENALTIES FOR UNALLOWABLE COSTS
AUTO	IF0772	52.204-4	01-JUN-96	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0005	52.203-5	01-APR-84	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0166	52.244-5	01-DEC-96	COMPETITION IN SUBCONTRACTING
AUTO	IF0174	52.245-5	01-JAN-86	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)
AUTO	IF0165	52.203-6	01-JUL-95	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0964	52.209-6	01-JUL-95	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0295	52.223-6	01-JAN-97	DRUG FREE WORKPLACE
ADDED	IF0114	52.230-6	01-NOV-99	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF0246	52.249-6	01-SEP-96	TERMINATION (COST-REIMBURSEMENT)
AUTO	IF0008	52.203-7	01-JUL-95	ANTI-KICKBACK PROCEDURES
AUTO	IF0035	52.216-7	01-APR-98	ALLOWABLE COST AND PAYMENT
AUTO	IF0106	52.228-7	01-MAR-96	INSURANCE--LIABILITY TO THIRD PERSONS
AUTO	IF0161	52.243-7	01-APR-84	NOTIFICATION OF CHANGES
AUTO	IF0314	52.203-8	01-JAN-97	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

AUTO	IF0276	52.215-8	01-OCT-97	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF0036	52.216-8	01-MAR-97	FIXED FEE
AUTO	IF0069	52.219-8	01-OCT-99	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF0024	52.215-9	01-OCT-97	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM
AUTO	IF0070	52.219-9	01-OCT-99	SMALL BUSINESS SUBCONTRACTING PLAN
ADDED	IF0124	52.232-9	01-APR-84	LIMITATION ON WITHHOLDING OF PAYMENTS
AUTO	IF0723	52.203-10	01-JAN-97	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO/DEL	IF0027	52.215-10	01-OCT-97	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
ADDED	IF0366	52.227-10	01-APR-84	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER
ADDED	IF0028	52.215-11	01-OCT-97	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
AUTO	IF0098	52.225-11	01-AUG-98	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0023	52.203-12	01-JUN-97	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO/DEL	IF0029	52.215-12	01-OCT-97	SUBCONTRACTOR COST OR PRICING DATA
ADDED	IF0372	52.227-12	01-JAN-97	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)
ADDED	IF0030	52.215-13	01-OCT-97	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
AUTO	IF0142	52.242-13	01-JUL-95	BANKRUPTCY
AUTO	IF0512	52.223-14	01-OCT-96	TOXIC CHEMICAL RELEASE REPORTING
AUTO	IF0257	52.249-14	01-APR-84	EXCUSABLE DELAYS
AUTO	IF0777	52.219-16	01-JAN-99	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0128	52.232-17	01-JUN-96	INTEREST
ADDED	IF0192	52.245-18	01-FEB-93	SPECIAL TEST EQUIPMENT
AUTO	IF0081	52.222-20	01-DEC-96	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0129	52.232-20	01-APR-84	LIMITATION OF COST
AUTO	IF0133	52.232-23	01-JAN-86	ASSIGNMENT OF CLAIMS
AUTO	IF0226	52.246-23	01-FEB-97	LIMITATION OF LIABILITY
AUTO	IF0362	52.232-25	01-JUN-97	PROMPT PAYMENT
AUTO	IF0082	52.222-26	01-FEB-99	EQUAL OPPORTUNITY
AUTO	IF0083	52.222-28	01-APR-84	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
AUTO	IF0703	52.232-33	01-MAY-99	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0085	52.222-35	01-APR-98	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IF0087	52.222-36	01-JUN-98	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0088	52.222-37	01-JAN-99	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM

PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

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AUTO	IA0893	252.209-7000	01-NOV-95	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0897	252.215-7000	01-DEC-91	PRICING ADJUSTMENTS
ADDED	IA0860	252.242-7000	01-DEC-91	POSTAWARD CONFERENCE
AUTO	IA0408	252.244-7000	01-FEB-97	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
AUTO	IA0280	252.203-7001	01-MAR-99	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
ADDED	IA0411	252.245-7001	01-MAY-94	REPORTS OF GOVERNMENT PROPERTY
AUTO	IA0821	252.204-7003	01-APR-92	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0872	252.219-7003	01-APR-96	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
AUTO	IA0222	252.209-7004	01-MAR-98	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
ADDED	IA0936	252.223-7004	01-SEP-88	DRUG-FREE WORK FORCE
AUTO	IA0015	252.211-7005	01-MAR-99	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
AUTO	IA0666	252.232-7006	01-AUG-92	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD
AUTO	IA0828	252.225-7012	01-MAY-99	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA0350	252.227-7013	01-NOV-95	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS
AUTO	IA0885	252.225-7014	01-MAR-98	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)
ADDED	IA0619	252.227-7014	01-JUN-95	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
AUTO	IA0829	252.225-7016	01-AUG-98	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO	IA0017	252.225-7017	01-FEB-00	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA
AUTO	IA0852	252.225-7025	01-JUN-97	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0812	252.225-7026	01-MAR-98	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	IA0379	252.227-7030	01-OCT-88	TECHNICAL DATA--WITHHOLDING OF PAYMENT
AUTO	IA0654	252.225-7031	01-JUN-92	SECONDARY ARAB BOYCOTT OF ISRAEL

AUTO/CHANGE IF6077 52.222-2 01-JUL-90 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TO BE DETERMINED or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

AUTO/DEL	IF6096	52.225-10	01-APR-84	DUTY-FREE ENTRY
AUTO/DEL	IA6836	252.219-7005	01-NOV-95	INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS
AUTO	IF7238	52.244-6	01-OCT-98	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
AUTO	IF7262	52.252-6	01-APR-84	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IF7405	52.223-11	01-JUN-96	OZONE-DEPLETING SUBSTANCES
AUTO	IA7622	252.204-7004	01-SEP-99	REQUIRED CENTRAL CONTRACTOR REGISTRATION
ADDED	IA7013	252.204-7005	01-AUG-99	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
AUTO	IA7809	252.225-7015	01-DEC-91	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS
AUTO	IA7807	252.247-7023	01-NOV-95	TRANSPORTATION OF SUPPLIES BY SEA
AUTO	IS7301	52.246-4026 (TACOM)	01-JAN-99	LOCAL ADDRESS FOR DD FORM 250
AUTO	IS7002	52.204-7009 (TACOM)	01-JUN-99	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATIONS

#### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA0221	252.209-7001	01-MAR-98	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	KA0298	252.227-7028	01-JUN-95	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
AUTO/CHANGE	KF6230	52.219-1	01-MAY-99	SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (NOV 1999)

(a)

(1) The standard industrial classification (SIC) code for this acquisition is 8711 .

(2) The small business size standard is \$20.0M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ( ) is,  
( ) is not

a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in

PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is,  
 ( ) is not,  
 a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is,  
 ( ) is not  
 a women-owned small business concern.

(4) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. [The offeror shall check the category in which its ownership falls]:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

AUTO	KF7018	52.223-1	01-APR-84	CLEAN AIR AND WATER CERTIFICATION
ADDED	KF7518	52.226-2	01-MAY-97	HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION
AUTO	KF7070	52.204-3	01-OCT-98	TAXPAYER IDENTIFICATION
AUTO	KF7007	52.215-4	01-OCT-97	TYPE OF BUSINESS ORGANIZATION
AUTO	KF7730	52.204-5	01-MAY-99	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS
AUTO	KF7400	52.209-5	01-MAR-96	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO	KF7733	52.204-6	01-JUN-99	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	KF7009	52.215-6	01-OCT-97	PLACE OF PERFORMANCE
AUTO	KF7223	52.203-11	01-APR-91	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	KF7511	52.223-13	01-OCT-96	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
AUTO	KF7015	52.222-21	01-FEB-99	PROHIBITION OF SEGREGATED FACILITIES
AUTO	KF7016	52.222-22	01-FEB-99	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
AUTO	KF7017	52.222-25	01-APR-84	AFFIRMATIVE ACTION COMPLIANCE
AUTO	KF7008	52.215-4010 (TACOM)	01-JAN-98	AUTHORIZED NEGOTIATORS
AUTO	KA7850	252.225-7000	01-SEP-99	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
AUTO	KA7800	252.225-7003	01-MAR-98	INFORMATION FOR DUTY-FREE ENTRY EVALUATION
ADDED	KA7890	252.235-7010	01-MAY-95	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER
AUTO	KA7806	252.247-7022	01-AUG-92	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
AUTO	KS7372	TACOM	01-APR-85	INVENTION IDENTIFICATION AND DISCLOSURE PROCEDURES
AUTO	KS7151	52.223-4002 (TACOM)	01-DEC-93	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
ADDED	KS7035	52.215-4005 (TACOM)	01-OCT-85	MINIMUM ACCEPTANCE PERIOD
AUTO	KS7413	52.204-7005 (TACOM)	01-NOV-96	OFFEROR'S DATAFAX NUMBER AND E-MAIL ADDRESS

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0019	52.215-1	01-FEB-00	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)
ADDED	LF0106	52.211-14	01-SEP-90	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
AUTO	LF0040	52.222-24	01-FEB-99	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
AUTO	LF0009	52.214-34	01-APR-91	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO	LF0114	52.214-35	01-APR-91	SUBMISSION OF OFFERS IN U.S. CURRENCY



PIIN/SIIN DAAE07-00-R-L007

MOD/AMD

ADDED	LF0102	52.222-46	01-FEB-93	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
AUTO	LA0842	252.204-7001	01-AUG-99	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
AUTO/CHANGE	LF6001	52.216-1	01-APR-84	TYPE OF CONTRACT
The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.				
(End of provision)				
AUTO	LF7104	52.211-2	01-DEC-99	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
AUTO	LF7300	52.233-2	01-AUG-96	SERVICE OF PROTEST
ADDED	LF7130	52.237-10	01-OCT-97	IDENTIFICATION OF UNCOMPENSATED OVERTIME
AUTO	LM7015	52.233-4001 (TACOM)	01-MAY-98	HQ-AMC LEVEL PROTEST PROCEDURES
AUTO	LS7040	52.233-4000 (TACOM)	01-AUG-99	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM
AUTO	LS7001	52.215-4003 (TACOM)	01-SEP-99	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
AUTO	LS7011	52.219-4003 (TACOM)	01-JUN-97	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS
ADDED	LS7431	52.211-4036 (TACOM)	01-MAY-99	FORMAT OF THE TECHNICAL DATA PACKAGE (TDP)
AUTO	LS7850	52.215-4850	01-NOV-99	ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION
AUTO	LS7101	52.204-7011 (TACOM)	01-JUL-99	ELECTRONIC COMMERCE REQUIREMENTS